

TALENT ENGAGEMENT CONTRACT

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Date

CASTME LIMITED owns a Talent Agency and is contracting the services of the Talent to various companies.

The Talent agrees to be contracted to CASTME LIMITED under the enclosed terms and conditions.

The Parties

'Talent' refers to the following named individual:

Family name: Brooking First name(s): Alice

Email: alicebrooking@hotmail.com

'CASTME' refers to the company CASTME LIMITED in its capacity as a trading business entity and its current or future related entities as defined by CASTME LIMITED at their sole discretion in writing through the term of the contract which includes but is not limited to its officers, employees, and agents.

'We', or 'Us' or 'Our' refers to the company CASTME LIMITED in its capacity as a trading business entity.

Confirmation of the engagement

This contract confirms the terms under which CASTME agrees to engage the services of the Talent. The Talent agrees to be bound by the enclosed terms and conditions. The terms recorded in this contract will apply indefinitely and cannot be recalled, cancelled or altered by the Talent unless revoked by CASTME in writing.

Term of the engagement

The Talent is engaged for a period of one year from the date this contract is agreed to by the Talent.

Right to contract

The Talent confirms their right to enter into this Agreement. The Talent confirms they are not restricted by any commitments to any third party. The Talent confirms CASTME has all clearances, copyright and otherwise, for use of the Talent's name likeness, image, voice, appearance and performance embodied. The Talent expressly release and indemnify CASTME from any and all claims known and unknown arising out of or in any way connected with the above granted uses and representations. The rights granted CASTME herein are perpetual and worldwide.

Definition of contracted services

The Talent is being contracted to represent and endorse CASTME as directed by CASTME. The Talent agrees CASTME may use the Talent's name, their likeness, image, voice, appearance and/or performance at the sole discretion of CASTME. The Talent agrees CASTME may record and/or transfer the Talent's likeness, image, voice, appearance and/or performance to any medium at the sole discretion of CASTME including but not limited to videotape, film, slides, photographs, audio tapes, multimedia and/or websites worldwide. The Talent agrees CASTME may without limitation edit, mix or duplicate, use or re-use the Talent's name, their likeness, image, voice, appearance and/or performance in whole or part at the sole discretion of CASTME until the expiration or cancellation of the contract. The Talent agrees that CASTME shall have complete ownership and copyright interests of the services undertaken by the Talent on behalf of CASTME during the term of the contract and infinitum.

Talent is a Subcontractor

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The Talent is a subcontractor and not an employee of CASTME.

Talent is a Scheduler Taxpayer

CASTME contracts the services of the Talent as a self-employed scheduler taxpayer and deducts the following scheduler payments from the Talent's gross monthly earnings:

Talent Status		WT	Not Declared
Entertainers (New Zealand resident only) such as lecturers, presenters, participants in sporting events, and radio, television, stage and film performers.		20c	35c
Non-resident entertainers and professional sports people visiting New Zealand.		20c	n/a

Scheduler payments are made to the Talent as per Schedule 4 of the Income Tax Act 2007. These payments are subject to tax at a flat rate even if the Talent is registered for GST.

Deductions that are CASTME's responsibility

CASTME must deduct tax at the rates specified from payments to the Talent, unless the Talent provides CASTME with a valid certificate of exemption (IR331) or a certificate that authorises tax to be deducted at a lower rate.

Deductions that are the Talent's responsibility

These deductions are the Talent's responsibility:

- ACC earners' levy
- Student loan repayments.

Talent to complete IR330 Tax Code Declaration Form

The Talent is required to complete a IR330 Tax Code Declaration form if the Talent Status applies to the Talent.

Representation

This agreement is in regards to a basic listing in NZ | Talent Directory

Annual renewal

The Talent agrees that this contract automatically renews on the anniversary of the signing of the contract unless the Talent notifies CASTME 10 working days prior to the anniversary date in writing.

Set up fee

There is no set up fee required for a listing in "NZ | Talent Directory".

Annual fee

There is no annual fee for a listing in "NZ | Talent Directory".

Booking and Accounting fee

CASTME charges the Talent an annual booking and accounting fee of \$310 which is deducted out of the proceeds of the first paid job completed by the Talent in each 12 month period. Where the Talent is not employed in a twelve

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month cycle the fee is cancelled. The fee renews on the anniversary date of the contract.

Agent's Commission

A commission taken from the gross figure of every paid job that the Talent completes over the duration of this engagement. This fee is charged at 20% + GST.

Reporting

The Talent shall report to an CASTME Talent Booker or any other person designated from time to time by CASTME.

Secondment

In the event CASTME considers that a secondment (such as to a client or customer or project) would be in the best interests of CASTME, the Talent shall comply with all reasonable requests to carry out that secondment.

Representation

All Talent are aware that by accepting this agreement they are guaranteed acceptance in to Scene People - CASTME Extras division (www.scenepeople.co.nz) only.

For representation from CASTME professional divisions, Talent must meet specific criteria stated in our FAQ's page.

Obligations of CASTME

CASTME shall deal with the Talent and any representative of the Talent in good faith and take all practicable steps to provide the Talent with a safe and healthy work environment.

Obligations of the Talent

The Talent shall comply with all reasonable and lawful instructions provided to them by CASTME and perform their duties with all reasonable skill and diligence. The Talent shall conduct their duties in the best interests of CASTME and deal with CASTME in good faith, ensuring compliance with all policies and procedures (including any Codes of Conduct) implemented by CASTME, and take all practicable steps to perform the job in a way that is safe and healthy for themselves and CASTME.

The talent shall:

- a. Keep all work related records including but not less than; hours worked (start and finish times)
- b. Ensure they sign any time sheet upon arrival and departure of set.
- c. Be responsible for collecting and retaining any receipts for expenses and making a claim via the I.R.D. CASTME will not be responsible for any expenses incurred when you agree to go to an audition or accept a job.
- d. Not be paid for going to an audition. CASTME will not pay these expenses.
- e. Provide the agency with a current New Zealand bank account to enable direct credit of payment.
- f. Keep us informed of any changes to your situation regardless if you have work from CASTME.
- g. Inform the agency in a timely manner of any changes to situation, and all contact details (phone; both home and cell phone, email, residential or postal address).
- h. Keep all information supplied via any client or this agency regarding any new or existing promotion as strictly confidential.
- i. Inform the agency at least 24 hours prior to agreed work commencing if unable to work on the agreed job or product. The agency can charge a no-show fee if talent does not turn up for a job or fails to give 24 hours' notice. The no-show fee is what the agency would have earned in commission (G.S.T inclusive) if you had worked plus a fine of \$310. The agent and or the client can also claim from the talent (but not limited to), loss of income, booking fee, commission, pay, equipment or location hire. Payment for a no-show fee is 14 day's from the issue date - if

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payment is not made within this time frame then the debt may be passed on to a debt collection Agency. All costs of collection are borne by the Talent.

j. If a legitimate reason is provided in writing to CASTME with appropriate documentation to support the reason by the Talent, then this will be taken into consideration, such as sickness or other relevant situations.

k. A medical certificate will be requested in case of sickness preventing the Talent from fulfilling their duties of agreed work.

l. Advise the agent if they are unable to work due to holidays, illness or other relevant situations.

Miscellaneous: a. In the event that your family or friends are offered an opportunity via your representation by the Agent and they are then offered a job, they will have been offered that role through the Agent and not as an independent or freelance. All responsibilities and fees of the Agent will apply in this circumstance.

b. All fees quoted at the time of your audition to our knowledge are correct. If the fees change due to changes in description of the role, we will endeavour to contact you to discuss the changes.

c. The production or film company can change the usage of the role before, during and after filming at their discretion and without notice. If changes are made to the role you played, your pay may differ from that originally quoted. If during agreed work the client requests you to do something significantly different from what was agreed upon, or something that you are uncomfortable with, politely excuse yourself to call the agency who will negotiate on your behalf.

No Authority to act on behalf of CASTME

The Talent has no authority to act on behalf of CASTME or our clients, or to enter into any contract or to incur any liability on behalf of CASTME or our clients, except with written consent of CASTME or our clients, as applicable. The Talent shall not under any circumstances represent that CASTME is in any way responsible for the actions of the Talent.

Hours of Work The parties agree that the Talent will be available on an as required basis to meet the deadlines for delivery of contracted services, with no fixed hours of work.

Remuneration

The Talent pay varies from job to job. PLEASE NOTE: Payment for Film, Television and Modelling work can take 4-12 weeks to be processed - payment is made once the client has paid CASTME. If for some reason a client fails to pay CASTME Models and Talent Ltd, then CASTME will not be held liable for the payment due however CASTME will endeavour to recover any outstanding invoices due to CASTME. If you call us regarding payment - please supply CASTME with the date, fee and hours you worked also the name of the Production.

Indemnity

The Talent shall, to the extent permissible under law, indemnify CASTME from and against all actions, claims and demands brought against CASTME by any third party relating to the performance of the Talent.

Health and Safety

The Talent is a contractor. As such, CASTME will take all practicable steps to provide the Talent with a healthy and safe working environment but the Talent accepts that CASTME is not liable to ensure the Talent's environment is a healthy and safe working environment. The Talent shall comply with all directions and instructions from CASTME regarding health and safety and will not undermine their own health and safety or the health and safety of any other person. The Talent accepts full liability and associated costs for damages caused by themselves to themselves or any third party.

Confidential Information

The Talent shall not, whether during the currency of this contract or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this contract, or as required by law, any confidential information, messages, data or trade secrets acquired by the Talent in the course of performing their services under this contract. This includes, but is not limited to, information about CASTME's business. Copyright and other Intellectual Property All work produced

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for CASTME by the Talent under this contract or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole property of CASTME.

Conflicts of Interest

The Talent agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this contract. If, while performing their duties and responsibilities under this contract, the Talent becomes aware of any potential or actual conflict between their interests and those of CASTME, then the Talent shall immediately inform CASTME. Where CASTME forms the view that such a conflict does or could exist, it may direct the Talent to take action(s) to resolve that conflict, and the Talent shall comply with that instruction. When acting in their capacity as Employee, the Talent shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than CASTME any gratuity, emolument, or payment of any kind from any person having or intending to have any business with CASTME.

Privacy Obligations

CASTME and the Talent shall comply with the obligations set out in the Privacy Act 1993. The Talent must not breach the privacy of any customer or client in the course of their employment.

Severability

In the event any portion of this clause is viewed as unenforceable by any Authority or Court with jurisdiction to consider such clauses, the clause shall apply as modified by the Authority or the Court, or in the event it is not modified by the Authority or Court, the remainder of this clause and contract shall continue to be enforceable by the parties.

Termination

CASTME may at their sole discretion without notice cancel this contract for any reason and no correspondence shall be entered into in respect of the decision to terminate the Talent.

Obligations of the Talent on Termination

Upon the termination of this contract for whatever reason, or at any other time if so requested by CASTME, the Talent shall immediately return to CASTME all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of CASTME and all copies of that material, which are in the Talent's possession or under their control.

Variation of Agreement

The parties may vary this contract, provided that no variation shall be effective or binding on either party unless it is in writing and accepted by both parties.

Non Assignment by Employee

The Talent must personally perform the duties and responsibilities under this contract and no subcontracting or assignment by the Talent is permissible.

Entire Agreement

Each party acknowledges that this contract contains the whole and entire contract between the parties as to the subject matter of this contract.

Severability

The various provisions of this contract are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this contract. The Talent acknowledges that:

- (i) they have been advised of their right to take independent advice on the terms of this contract;
- (ii) they have been provided with a reasonable opportunity to take that advice;
- (iii) they have read these terms and understand these terms and their implications, and
- (iv) that they agree to be bound by these terms of employment and CASTME's policies and procedures as implemented by CASTME from time to time.

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